

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEBRIS REMOVAL

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

Under **C. LIMITS OF INSURANCE**, the fourth paragraph is deleted and replaced by the following:

Payments under the following Additional Coverages will not increase the applicable Limit of Insurance:

1. Preservation of Property; or
2. Debris Removal; but if:
 - a. The sum of direct physical loss or damage and debris removal expense exceeds the Limit of Insurance; or
 - b. The debris removal expense exceeds the amount payable under the 25% limitation in the Debris Removal Additional Coverage;

we will pay up to the Limit of Insurance shown in the Declarations for DEBRIS REMOVAL.

All other policy terms and conditions apply.

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BUSINESS PERSONAL PROPERTY - EXPANDED COVERAGE

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

Under **A. COVERAGE, 1. Covered Property, Your Business Personal Property**, the phrase ". . . within 100 feet of the described premises. . ." is deleted and replaced by ". . . within the distance, shown in the Declarations for BUSINESS PERSONAL PROPERTY - EXPANDED COVERAGE, from the described premises. . .".

All other policy terms and conditions apply.

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54205 (6-00)

BUSINESS INCOME AND EXTRA EXPENSE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

1. The following coverages are added to **A. COVERAGE, 4. Additional Coverages:**

a. Business Income

Subject to the Limit of Insurance provisions of this endorsement, we will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration".

Business Income means the:

- (1) Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) Continuing normal operating expenses incurred, including payroll.

b. Extra Expense

Subject to the Limit of Insurance provisions of this endorsement, we will pay necessary Extra Expense you incur during the "period of restoration".

Extra Expense means expense incurred:

- (1) To avoid or minimize the suspension of business and to continue "operations":
 - (a) At the described premises; or
 - (b) At replacement premises or at temporary locations, including:
 - 1) Relocation expenses; and
 - 2) Costs to equip and operate the replacement or temporary locations.

- 3) To minimize the suspension of business if you cannot continue "operations".

- 4) (a) To repair or replace any property; or

- (b) To research, replace or restore the lost information on damaged valuable papers and records:

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage or the Additional Coverage, Business Income.

2. Limit of Insurance

The following provisions apply only to the Additional Coverages, Business Income and Extra Expense.

- a. In the event of loss or damage to Covered Property which is covered by the following Additional Coverages:

- (1) WATER BACK-UP FROM SEWERS OR DRAINS;
- (2) REFRIGERATED PRODUCTS;
- (3) OFF-PREMISES UTILITY SERVICE FAILURE;
- (4) MECHANICAL BREAKDOWN; or
- (5) ORDINANCE OR LAW;

and you sustain actual loss of Business Income due to the necessary suspension of your "operations" during the "period of restoration" or incur necessary Extra Expense during the "period of restoration", we shall not pay more

than the applicable Limit of Insurance shown in the Declarations for:

- (1) WATER BACK-UP FROM SEWERS OR DRAINS;
- (2) REFRIGERATED PRODUCTS;
- (3) OFF-PREMISES UTILITY SERVICE FAILURE;
- (4) MECHANICAL BREAKDOWN; or
- (5) ORDINANCE OR LAW;

for all loss or damage including Business Income and Extra Expense.

- b. When a specific dollar amount is shown in the Declarations as the Limit of Insurance for BUSINESS INCOME AND EXTRA EXPENSE, and the loss of or damage to Covered Property is not covered by the following Additional Coverages:

- (1) WATER BACK-UP FROM SEWERS OR DRAINS;
- (2) REFRIGERATED PRODUCTS;
- (3) OFF-PREMISES UTILITY SERVICE FAILURE;
- (4) MECHANICAL BREAKDOWN; or
- (5) ORDINANCE OR LAW;

the Limit of Insurance shown in the Declarations for BUSINESS INCOME AND EXTRA EXPENSE is the most we will pay for the actual loss of Business Income you sustain due to the suspension of your "operations" during the "period of restoration" and necessary Extra Expense you incur during the "period of restoration". The suspension must be caused by direct physical loss of or damage to property at the described premises, including personal property in the open (or in a vehicle) within 100 feet caused by or resulting from any Covered Cause of Loss.

- c. When the Limit of Insurance shown in the Declarations for BUSINESS INCOME AND EXTRA EXPENSE is shown as, ACTUAL LOSS SUSTAINED, and loss of or damage to Covered Property is not covered by the following Additional Coverages:

- (1) WATER BACK-UP FROM SEWERS OR DRAINS;
- (2) REFRIGERATED PRODUCTS;
- (3) OFF-PREMISES UTILITY SERVICE FAILURE;
- (4) MECHANICAL BREAKDOWN; or

(5) ORDINANCE OR LAW;

we will pay for the actual loss of Business Income you sustain due to the necessary suspension of your "operations" during the "period of restoration" and necessary Extra Expense you incur during the "period of restoration" that occurs within 12 consecutive months after the date of direct physical loss of or damage to property at the described premises, including personal property in the open (or in a vehicle) within 100 feet, caused by or resulting from any Covered Cause of Loss. This is an additional amount of insurance.

3. The following conditions apply in addition to the Common Policy Conditions, Commercial Property Conditions and Commercial Property Loss Conditions.

a. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- (1) Pay its chosen appraiser; and
- (2) Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

b. Duties In The Event Of Loss Or Damage

If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

c. Limitation - Electronic Media and Records

We will not pay for any loss of Business Income caused by direct physical loss of or damage to Electronic Media and Records after the longer of:

- (1) 60 consecutive days from the date of direct physical loss or damage; or
- (2) The period, beginning with the date of direct physical loss or damage, necessary to repair, rebuild or replace with reasonable speed and similar quality, other property at the described premises due to loss or damage caused by the same occurrence.

Electronic Media and Records are:

- (1) Electronic data processing, recording or storage media such as films, tapes, discs, drums or cells;
- (2) Data stored on such media; or
- (3) Programming records used for electronic data processing or electronically controlled equipment.

Example No. 1:

A Covered Cause of Loss damages a computer on June 1. It takes until September 1 to replace the computer, and until October 1 to restore the data that was lost when the damage occurred. We will only pay for the Business Income loss sustained during the period June 1-September 1. Loss during the period September 2-October 1 is not covered.

Example No. 2:

A Covered Cause of Loss results in the loss of data processing programming records on August 1. The records are replaced on October 15. We will only pay for the Business Income loss sustained during the period August 1-September 29 (60 consecutive days). Loss during the period September 30-October 15 is not covered.

d. Loss Determination

- (1) The amount of Business Income loss will be determined based on:

- (a) The Net Income of the business if no loss or damage occurred;
- (b) The likely Net Income of the business if no loss or damage occurred;
- (c) The operation expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- (d) Other relevant sources of information, including;

- 1) Your financial records and accounting procedures;
- 2) Bills, invoices and other vouchers; and
- 3) Deeds, liens or contracts.

- (2) The amount of Extra Expense will be determined based on:

- (a) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

- 1) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
- 2) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

- (b) All necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

(3) Resumption Of Operations

We will reduce the amount of your:

(a) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.

(b) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

(4) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

e. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if:

(1) You have complied with all of the terms of this Coverage Part; and

(2) (a) We have reached agreement with you on the amount of loss; or

(b) An appraisal award has been made.

4. The following definitions apply only to this endorsement:

All other policy terms and conditions apply.

"Operations" means your business activities occurring at the described premises.

"Period of Restoration" means the period of time that:

a. Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any law that:

(1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Regulates the prevention, control, repair, clean-up or restoration of environmental damage.

The expiration date of this policy will not cut short the "period of restoration".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

54206 (6-00)

OFF-PREMISES UTILITY SERVICE FAILURE

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

1. Under the **A. COVERAGE, 4. Additional Coverages**, the following Additional Coverage is added:

Off-Premises Utility Service Failure

In the event of the interruption of utility service to the described premises caused by direct physical loss of or damage to off-premises "utilities", we shall pay for loss of or damage to Covered Property at the premises described in the Declarations.

2. The most we shall pay for all loss or damage caused directly by power interruption to the described premises in any one loss is the Limit of Insurance shown in the Declarations for OFF-PREMISES UTILITY SERVICE FAILURE. In the event that the amount of loss of or damage to Covered Property does not exceed the Limit of Insurance shown in the Declarations for OFF-PREMISES UTILITY SERVICE FAILURE, you may, at your option, apply the remainder of this Limit of Insurance to your actual loss of Business Income or necessary Extra Expense, if any, subject to the terms and conditions of the Additional Coverage, Business Income and Extra Expense.
3. Under the CAUSES OF LOSS - SPECIAL FORM, **B. EXCLUSIONS**, exclusion **1.e. Off-Premises Services** is deleted and replaced by the following exclusions for this Additional Coverage only:

e. Off-Premises Service

Loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss. This exclusion does not apply to loss of or damage to Covered Property at the premises described in the Declarations in the event of the interruption of utility service to the described premises caused by direct physical loss of or damage to off-premises "utilities".

4. Definitions

The following definitions apply only to this Additional Coverage:

- a. **"Communication Supply Services"**, meaning property supplying communication services, including telephone, radio, microwave or television services, to the described premises, such as:
- (1) Communication transmission lines, including optic fiber transmission lines;
 - (2) Coaxial cables; and
 - (3) Microwave radio relays except satellites.

- b. **"Power Supply Services"**, meaning the following types of property supplying electricity, steam or gas to the described premises:
- (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations;
 - (d) Transformers; and
 - (e) Transmission lines.
- c. **"Utilities"** shall mean, "water supply services", "communication supply services" and "power supply services", which are:
- (1) Not located on a described premises; and
 - (2) Not rented, leased or owned by any insured.
- d. **"Water supply Services"**, means the following types of property supplying water to the described premises:
- (1) Pumping stations; and
 - (2) Water mains.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SIGNS (ATTACHED AND DETACHED)

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

Under **A. COVERAGE, 4. Additional Coverages**, the following Additional Coverage is added:

Signs

(1) We will pay for direct physical loss of or damage to:

(a) your signs; or

(b) signs owned by others in your care, custody or control;

caused by or resulting from any Covered Cause of Loss.

(2) Under **A. COVERAGE, 2. Property Not Covered**, that portion of **p. (2)** that reads "signs (other than signs attached to buildings)" is deleted.

(3) Under **C. LIMITS OF INSURANCE**, the second paragraph does not apply. The most we will pay for loss or damage to each sign is the Limit of Insurance shown in the Declarations for SIGNS (ATTACHED AND DETACHED). This is an additional amount of insurance.

All other policy terms and conditions apply.

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93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

54208 (6-00)

ORDINANCE OR LAW

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

A. Coverage**1. Coverage A - Coverage For Loss to the Undamaged Portion of the Building.**

If a Covered Cause of Loss occurs to covered Building property and a Limit of Insurance is shown in the Declarations under ORDINANCE OR LAW, we will pay for loss to the undamaged portion of the building caused by enforcement of any ordinance or law that:

- a. Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
- b. Regulates the construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- c. Is in force at the time of loss.

2. Coverage B - Demolition Cost Coverage.

If a Covered Cause of Loss occurs to covered Building property and a Limit of Insurance is shown in the Declarations under ORDINANCE OR LAW, we will pay the cost to demolish and clear the site of undamaged parts of the property caused by enforcement of building, zoning or land use ordinance or law in force at the time of loss.

3. Coverage C - Increased Cost of Construction Coverage.

If a Covered Cause of Loss occurs to covered Building property and a Limit of Insurance is shown in the Declarations under ORDINANCE OR LAW, we will pay for the increased cost to repair, rebuild or construct the property caused by enforcement of building, zoning or land use ordinance or law in force at the time of loss. If the property is repaired or rebuilt, it must be intended for similar occupancy as the current property, unless otherwise required by zoning or land use ordinance or law in force at the time of loss.

However, we will not pay for the increased cost of construction if the building is not repaired or replaced.

B. Exclusion

The following exclusion applies only to the coverage provided by this endorsement:

We will not pay under this endorsement for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

C. Limit of Insurance

The most we shall pay for the total of all covered loss caused by the enforcement of any ordinance or law under Coverage A, Coverage B and Coverage C combined, is the Limit of Insurance shown in the Declarations for ORDINANCE OR LAW. Subject to this Limit of Insurance the following loss payment provisions apply:

F. Under Coverage A - Coverage for Loss to the Undamaged Portion of the Building:

- a.** If the Replacement Cost Coverage Option applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property caused by enforcement of an ordinance or law, than the lesser of:
 - (1)** The amount you actually spend to repair, rebuild or reconstruct the building, but not for more than the amount it would cost to restore the building on the same premises and to the same height, floor area, style and comparable quality of the original property insured; or
 - (2)** The Limit of Insurance shown in the Declarations under ORDINANCE OR LAW.
- b.** If the Replacement Cost Coverage option applies and the property is not repaired or replaced or if the Replacement Cost Coverage option does not apply, we will not pay more for loss or damage to Covered Property caused by enforcement of an ordinance or law, than the lesser of:
 - (1)** The actual cash value of the building at the time of loss; or
 - (2)** The Limit of Insurance shown in the Declarations under ORDINANCE OR LAW.

2. Under Coverage B - Demolition Cost Coverage we will not pay more than the lesser of the following:

- a.** The amount you actually spend to demolish and clear the site of the described premises; or
- b.** The Limit of Insurance shown in the Declarations under ORDINANCE OR LAW.

3. Under Coverage C - Increased Cost of Construction Coverage:

- a.** We shall not pay:
 - (1)** Until the property is actually repaired or replaced, at the same or another premises; and
 - (2)** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- b.** If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, we will not pay more than the lesser of:
 - (1)** The increased cost of construction at the same premises; or
 - (2)** The Limit of Insurance shown in the Declarations under ORDINANCE OR LAW.
- c.** If the ordinance or law requires relocation to another premises, we will not pay more than the lesser of:
 - (1)** The increased cost of construction at the new premises; or
 - (2)** The Limit of Insurance shown in the Declarations under ORDINANCE OR LAW.

- 4.** In the event that the total amount paid under Coverage A, Coverage B and Coverage C combined does not exceed the Limit of Insurance shown in the Declarations for ORDINANCE OR LAW, you may, at your option, apply the remainder of this Limit of Insurance to your actual loss of Business Income or necessary Extra Expense, if any, subject to the terms and conditions of the Additional Coverage, Business Income and Extra Expense.

D. The terms of this endorsement apply separately to each building to which this endorsement applies.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VALUABLE PAPERS

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

1. Under the **A. COVERAGE, 4. Additional Coverages**, the following Additional Coverage is added:

Valuable Papers

We will pay for direct physical loss of or damage to your "valuable papers and records", caused by or resulting from any Covered Cause of Loss, while such papers and records are:

1. inside a building at the described premises; or
2. being moved outside the described premises; and
3. temporarily at a premises, other than the described premises, except storage. However, we shall pay no more than 10% of the Limit of Insurance shown in the Declarations for VALUABLE PAPERS.

This coverage does not apply to property:

1. held as samples for sale or for delivery after the sale;
2. which can not be replaced with property of like kind and quality; or
3. which the trading of or transportation of is prohibited by law.

Our payment for any one loss shall not exceed the Limit of Insurance shown in the Declarations for VALUABLE PAPERS. The Additional Condition, Coinsurance, does not apply to this Additional Coverage.

The following additional definitions apply only to this Additional Coverage.

1. **"Valuable Papers and Records":**

- a. means inscribed, written, or printed documents, manuscripts and records including: books, maps, films, drawings, abstracts, deeds and mortgages.
- b. does not mean:

- (1) "money" or "securities"; nor
- (2) electronic recordings of any kind.

2. **"Money"** means:

- a. currency, coins, bank notes, bullion; and
- b. travelers checks, register checks and money orders held for sale to the public.

3. **"Securities"** means all negotiable and non-negotiable:

- a. instruments; and
- b. contracts;

representing either "money" or other property and includes:

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96

a. tokens, tickets, stamps; and

b. revenue;

in current use, but does not include "money".

2. The following exclusions apply only to this Additional Coverage. **B. EXCLUSIONS** of the CAUSES OF LOSS - SPECIAL FORM does not apply to this Additional Coverage.

Exclusions

1. We do not cover under this form loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
 - a. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.
 - b. Nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.
 - c. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
 - d. Wear and tear; inherent vice, hidden or latent defect; gradual deterioration; mechanical break down; insects vermin, rodents; depreciation; or by processing or any work on the property. We will cover direct loss from fire or explosion which is caused by any of these.
 - e. Corrosion, rusting, dampness of atmosphere, or extremes of temperature.
 - f. Misappropriation, secretion, conversion, infidelity or any dishonest act by you or others or the employees or agents of either to whom the covered property may be entrusted. This exclusion does not apply to carriers for hire.
 - g. Bookkeeping, accounting or errors or omissions in processing or copying, unless fire or explosion ensues and then only for direct loss caused by such fire or explosion.
 - h. Electrical or magnetic injury, disturbance or erasure of electronic recordings. We do cover loss caused by lightning.
 - i. Collapse except to the extent it is covered under **D. ADDITIONAL COVERAGE - COLLAPSE**.
2. Except as to ensuing loss or damage not otherwise excluded, we do not cover loss or damage resulting directly or indirectly from:
 - a. Acts, omissions or decisions of any person, group, organization or governmental body.
 - b. Faulty, inadequate or defective:
 - (1) construction, reconstruction, repair, remodeling or renovation;
 - (2) materials used in construction, reconstruction, repair, remodeling or renovation;
 - (3) design, workmanship, specifications;
 - (4) siting, surveying, zoning, planning, development, grading or compaction; or
 - (5) maintenance;of a part or all of any property.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SALESPERSON'S SAMPLES

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

1. Under the **A. COVERAGE 4. Additional Coverages**, the following Additional Coverage is added:

Salesperson's Samples

We will pay for direct physical loss of or damage to samples of merchandise described which are:

1. owned by you while in your care, custody or control;
2. owned by you and in the care, custody or control of your salesperson and/or agents; or
3. while in transit, except by parcel post, between your premises and the salesperson and/or agent.

caused by or resulting from any Covered Cause of Loss.

This coverage does not apply to:

1. Jewelry, furs or articles consisting principally of fur;
2. Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1000 feet of the described premises;
3. Property at or on the premises of your salespersons and/or agents; or
4. Merchandise intended for sale, which may be sold and shipped by you to others, or which has been purchased by you from others.

Our payment for any one loss shall not exceed the Limit of Insurance shown in the Declarations for SALESPERSON'S SAMPLES. The Additional Condition, Coinsurance, does not apply to this Additional Coverage.

2. The following exclusions apply only to this Additional Coverage. **B. EXCLUSIONS** of the CAUSES OF LOSS - SPECIAL FORM does not apply to this Additional Coverage.

Exclusions

We do not cover under this form loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

1. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of a fire to prevent its spread if the fire would be covered under this form.
2. Nuclear reaction, radiation, radioactive contamination, discharge of a nuclear weapon, however caused and whether controlled or uncontrolled, or any consequence of any of these. We will cover direct loss resulting from fire if caused by any of these, if fire is covered elsewhere in this form.

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98

3. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
 4. Wear and tear; inherent vice, hidden or latent defect; gradual deterioration; mechanical breakdown; insects vermin, rodents; depreciation; or by processing or any work on the property. We will cover direct loss from fire or explosion which is caused by any of these.
 5. Corrosion, rusting, dampness of atmosphere, or extremes of temperature.
 6. Misappropriation, secretion, conversion, infidelity or any dishonest act by you or other or the employees or agents of either to whom the covered property may be entrusted. This exclusion does not apply to carriers for hire.
 7. Artificially generated electrical currents to electrical apparatus. We will cover loss or damage caused directly by ensuing fire or explosion.
 8. Breakage, marring, scratching, tearing or denting, unless caused by: fire or lightning; aircraft; theft and/or attempted theft; cyclone, tornado or windstorm; earthquake; flood; explosion; malicious damage or collision, derailment or overturn of a transporting conveyance.
 9. Mysterious or unexplained disappearance or from shortage disclosed by taking inventory.
 10. Theft from any vehicle, unless at the time of the theft, there is actually in or upon such vehicle your salesperson, representative or a permanent employee, or a person whose sole duty it is to attend the vehicle. This exclusion shall not apply to property in the custody of a common carrier.
3. In addition to the conditions of this coverage form, the following conditions apply to this Additional Coverage. These additional conditions apply only to this Additional Coverage.

Conditions

1. PAIR OR SET

In case of loss of or damage to any part of a pair or set, we may:

- (a) repair or replace any part of the pair or set to restore it to its value before the loss; or
- (b) pay the difference between the actual cash value of the property before and after the loss.

2. PARTS

In case of loss or damage to any part of property covered, consisting of several parts when complete, we shall pay only for the value of the part lost or damaged.

All other policy terms and conditions apply.

ELECTRONIC DATA PROCESSING EQUIPMENT

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CONDOMINIUM ASSOCIATION COVERAGE FORM
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
 CAUSES OF LOSS - SPECIAL FORM

Under **A. COVERAGE, 4. Additional Coverages**, the following Additional Coverage is added:

Electronic Data Processing Equipment**1. Covered Property**

We will pay for:

- a. direct physical loss of or damage to electronic equipment, component parts of such equipment, "media" and air conditioning equipment necessary for the operation of the electronic equipment:
 - (1) which you own or which is in your care, custody or control; and
 - (2) while located at the premises described in the Declarations; and
 - (3) caused by or resulting from any Covered Cause of Loss.

We do not cover "laptop computers".

- b. your costs to research, replace or restore information on "media" which has incurred direct physical loss or damage.

2. Exclusions

The following exclusions apply only to this Additional Coverage. **B. EXCLUSIONS** of the CAUSES OF LOSS - SPECIAL FORM does not apply to this Additional Coverage.

We do not cover under this Additional Coverage, loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

- a. Loss or damage caused by:
 - (1) corrosion or rusting;
 - (2) dryness or dampness of atmosphere; or
 - (3) extremes of temperature;

unless directly resulting from accidental direct physical damage to the data processing system's air conditioning equipment caused by a peril not excluded.

- b. Any dishonest, fraudulent or criminal act by:

- (1) you;
- (2) your partners; or
- (3) any of your officers, directors, or trustees;

whether acting alone or in collusion with others.

- c. Loss or damage caused by data processing "media" failure, while the "media" is being run through the system. We will cover loss, damage or expense caused directly by ensuing fire or explosion.

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- d. Actual work upon, installation or testing of property covered. We will cover loss caused by ensuing fire or explosion.
- e. Faulty construction or error in design of the property covered. We will cover loss, damage or expense caused directly by ensuing fire or explosion.
- f. Delay or loss of market.
- g. Loss or damage to any "laptop computer".

3. Limit of Insurance

- a. Our payment for electronic equipment, component parts of such equipment and air conditioning equipment necessary for the operation of such electronic equipment shall not exceed the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.
- b. Our payment for "media" shall not exceed the smallest of the following:
 - (1) the actual cost to repair, replace or reproduce the "media", including your costs to research, replace or restore information;
 - (2) if the "media" is not repaired, replaced or reproduced, the value of blank "media"; or
 - (3) the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

The Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT is the total limit of our liability for loss or damage to all Covered Property in any one occurrence at one location. With respect to Covered Property you do not own, we will pay no more than the amount for which you are legally liable.

The Additional Condition, Coinsurance does not apply to this Additional Coverage.

4. Coverage Extensions

a. Property At Newly Acquired Or Temporary Locations

We will pay for direct physical loss or damage to Covered Property caused by or resulting from any Covered Cause of Loss at:

- (1) any location you acquire for similar occupancy or warehousing purposes; or
- (2) any temporary location, other than fairs or exhibitions, you acquire for similar occupancy or warehousing purposes;

other than at the premises shown in the Declarations, but within territorial limits.

The most we will pay for loss or damage under this extension is the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

This coverage extension will stop:

- (1) 60 days from your acquisition or use of such property;
- (2) on the date, values at such locations are reported to us; or
- (3) on the expiration date of the policy;

whichever comes first.

Additional premium shall be due and payable for values reported from the date the property arrives at such locations.

b. Newly Acquired Property

We will pay for direct physical loss of or damage to property which you acquire of the same type as the property covered at any one location caused by or resulting from any Covered Cause of Loss.

The most we will pay for loss or damage under this extension is the Limit of Insurance shown in the Declarations for ELECTRONIC DATA PROCESSING EQUIPMENT.

This coverage will stop:

- (1) 60 days from your acquisition or use of such property;
- (2) on the date values of such property are reported to us; or
- (3) on the expiration date of the policy;

whichever occurs first.

Additional premium shall be due and payable for values reported from the date the property is acquired.

5. Additional Coverages

a. Transportation

You may apply up to \$10,000, for any one occurrence for loss of or damage to property caused by:

- (1) fire; lightning; windstorm and hail; explosion; smoke; riot and civil commotion; and vandalism and malicious mischief;
- (2) the overturning, upset, or collision of the vehicle, transporting the insured property, with another vehicle object other than the road bed; or
- (3) theft of an entire shipping bale, case or package from a vehicle:
 - (a) while such property is in a fully enclosed and securely locked body or compartment; and
 - (b) theft results from forcible entry, evidenced by visible marks;

which occurs during transportation by motor vehicles you own, lease or operate.

We do not cover under this extension property held as samples, held for rental or sale or that you rent to others while in the care, custody or control or salespersons.

b. Business Income and Extra Expense

(1) Business Income

- (a) Subject to the Limit of Insurance provisions of this additional coverage, we will pay for the actual loss of Business Income you sustain as a direct result of the necessary suspension of your "operations" during the "period of restoration" caused by accidental direct physical loss of or damage to:
 - 1) the electronic equipment or "media" covered by this Additional Coverage;
 - 2) the building housing the electronic equipment or "media" that prevents access to and use of the electronic equipment or "media"; or
 - 3) the air conditioning or electrical systems that are required to operate the electronic equipment, provided such damage or destruction is inside the building or outside within 100 feet of the building;

caused by the perils insured against and subject to **2. Exclusions.**

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Page 3 of 8

(b) We will also pay expenses you incur to reduce the covered loss. We will not pay for expenses:

- 1) you incur to extinguish a fire; or
- 2) expenses that exceed the amount by which the covered loss is reduced.

Business Income means the:

- (1) net income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- (2) continuing normal operating expenses incurred, including payroll.

(2) Extra Expense

(a) Subject to the Limit of Insurance provisions of this additional coverage, we will pay necessary Extra Expense, other than loss of Business Income, you incur to continue "normal" operations of your business following accidental direct physical loss of or damage to:

- 1) the electronic equipment or "media" covered by this Additional Coverage;
- 2) the building housing the electronic equipment or "media" that prevents access to and use of the equipment or "media"; or
- 3) the air conditioning or electrical systems that are required to operate the electronic equipment, provided such damage or destruction is inside the building or outside within 100 feet of the building;

caused by the perils insured against and subject to **2. Exclusions.**

You must resume normal operation of your business as soon as practical.

(b) We will also cover the cost to repair, replace or restore:

- 1) books of accounts, abstracts, drawings;
- 2) card index systems; or
- 3) other records or data such as film, tape, disks, drum, cell or other magnetic storage or recording "media" for electronic data processing;

that have been damaged or destroyed by perils we insure against, if such cost:

- 1) exceeds the normal cost for such repair, replacement or restoration; and
- 2) was incurred to reduce loss under this endorsement.

Extra Expense means expense incurred:

- (1) To avoid or minimize the suspension of business and continue "operations":

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(a) At the described premises; or

(b) At replacement premises or at temporary locations, including:

- 1) Relocation expenses; and
- 2) Costs to equip and operate the replacement or temporary locations.
- 3) To minimize the suspension of business if you cannot continue "operations".
- 4) (a) To repair or replace any Covered Property; or
- (b) To research, replace or restore the lost information on damaged valuable papers and records:

to the extent it reduces the amount of loss that otherwise would have been payable under this Additional Coverage.

(3) Coverage Extension

We extend Business Income and Extra Expense to include the actual loss or damage sustained by you which is a direct result of an interruption of the business as covered by this policy because access to the described business premises is prohibited by order of civil authority because of damage or destruction of property adjacent to the described premises by the perils insured against. Coverage applies while access is denied, but no longer than two consecutive weeks.

(4) Exclusions

The following exclusions apply to Business Income and Extra Expense provided by this Additional Coverage only, in addition to those contained in **2. Exclusions** above.

- (a) We will not be liable for any increase in loss of Business Income or Extra Expense caused by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:
 - 1) enforcement of any local or state ordinance or law regulating construction, repair or demolition of buildings or structures;
 - 2) interference at the described premises by strikers or other persons with:
 - a) rebuilding, repairing or replacing the property; or
 - b) resumption or continuation of business; or
 - 3) the suspension, lapse, or cancellation of any lease, license, contract or order beyond the period of restoration.
- (b) We will not cover loss or damage caused directly or indirectly by any of the following, whether or not any other cause or happening contributes concurrently or in any sequence to the loss or damage:

1) theft of any property, which is not an integral part of a building or structure at the time of loss. We will cover direct loss that ensues from a peril not excluded in this policy. We will cover direct loss by pillage and looting which occurs during and at the immediate place of riot or civil commotion.

2) any other consequential or remote loss.

(5) Limit of Insurance

(a) Business Income

Subject to (c) below, we will pay only for loss of your Business Income that occurs during the "period of restoration", but not exceeding 12 consecutive months after the date of accidental direct physical loss of or damage to covered property, resulting from a Covered Cause of Loss.

(b) Extra Expense

Subject to (c) below, we will pay for necessary Extra Expense during the "period of restoration" starting with the date of damage or destruction. Payments under this coverage shall not be limited by the expiration of the policy.

(c) Our total payment for both Business Income and Extra Expense for any one occurrence shall not exceed \$100,000.

(6) Loss Determination

(a) The amount of Business Income loss will be determined based on:

- 1) The Net Income of the business if no loss or damage occurred;
- 2) The likely Net Income of the business if no loss or damage occurred;
- 3) The operation expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
- 4) Other relevant sources of information, including;
 - a) Your financial records and accounting procedures;
 - b) Bills, invoices and other vouchers; and
 - c) Deeds, liens or contracts.

(b) The amount of Extra Expense will be determined based on:

- 1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - a) The salvage value that remains of any property bought for temporary use during the "period of restoration" once "operations" are resumed; and
 - b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

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Page 6 of 8

- 2) All necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

(c) Resumption Of Operations

We will reduce the amount of your:

- 1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations," in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
 - 2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- (d) If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

(7) Loss Payment - Business Income and Extra Expense

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if:

- (1) You have complied with all of the terms of this Coverage Part; and
- (2) (a) We have reached agreement with you on the amount of loss; or
(b) An appraisal award has been made.

6. Definitions

The following definitions apply only to this Additional Coverage:

- a. **"Laptop computer"** means portable data collectors, notebook (laptop) computers, subnote book computers, palmtop computers, handheld computers and portable or any similar computer. Laptop computer does not mean cellular phone, wireless phone or pager.
- b. **"Media"** means materials on which information is recorded such as film, magnetic tope, paper tape, disks, drums, and cards. Media includes computer software.
- c. **"Normal"** means the condition than would have existed had no loss occurred.
- d. **"Operations"** means your business activities occurring at the described premises.
- e. **"Period of Restoration"** means the period of time that:
 - (1) Begins with the date of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and
 - (2) Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any law that:

- (1) Regulates the construction, use or repair, or requires the tearing down of any property; or

(2) Regulates the prevention, control, repair, clean-up or restoration of environmental damage.

The expiration date of this policy will not cut short the "period of restoration".

All other policy terms and conditions apply.

ACCOUNTS RECEIVABLE

This endorsement modifies insurance under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

1. Under **A. COVERAGE, 4. Additional Coverages**, the following Additional Coverage is added:

Accounts Receivable

We will pay:

1. all amounts your customers owe you that you cannot collect;
2. interest charges on loans you secure to offset impaired receipts until we pay these amounts;
3. collection costs in excess of normal; and
4. other expenses you reasonably incur to re-establish your records;

which result from direct physical loss of or damage to your records of accounts receivable;

1. caused by or resulting from any Covered Cause of Loss; and
2. which occurs on the premises described in the Declarations.

Our payment for any one loss shall not exceed the Limit of Insurance shown in the Declarations for ACCOUNTS RECEIVABLE.

2. The following exclusions apply only to this Additional Coverage. **B. EXCLUSIONS** of the CAUSE OF LOSS - SPECIAL FORM does not apply to this Additional Coverage.

Exclusions

1. We do not cover loss caused directly or indirectly by any of the following, whether or not any cause or happening contributes concurrently or in any sequence to the loss:
 - a. Seizure or destruction of property by order of governmental authority. But we will pay for such acts of destruction taken at the time of the fire to prevent its spread if the fire would be covered under this form.
 - b. Nuclear action, meaning nuclear reaction, radiation, radioactive contamination, however caused and whether controlled or uncontrolled, or any consequence of any of these. Nuclear action includes the discharge of a nuclear weapon, even if accidental.
 - c. War (declared or undeclared), civil war, insurrection, rebellion or revolution.
 - d. Any dishonest act of:
 - (1) you or your employees;

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- (2) your authorized representatives; or
 - (3) anyone entrusted with the property;
- while working or not working and whether alone or in collusion with others.
- e. Bookkeeping, accounting or billing errors or omissions.
 - f. Falsification, alteration, concealment or destruction of records done to conceal the wrongful giving, taking or withholding of money, securities or other property. This exclusion applies only to the extent of the wrongful giving, taking or withholding.
 - g. Electrical or magnetic injury, disturbance or erasure of electronic recordings. But we do cover direct loss caused by lightning.
 - h. Voluntary parting with any property by you or anyone entrusted with it if induced to do so by any fraudulent scheme, trick, device or false pretense.
2. We will not pay for any loss that relies solely upon an audit of records on an inventory computation to prove its factual existence.
3. Except as to ensuing loss not otherwise excluded, we do not cover loss resulting directly or indirectly from:
- a. Acts or decisions of any person, group, organization or governmental body, or their failure to act or decide.
 - b. Faulty, inadequate or defective:
 - (1) construction, reconstruction, repair, remodeling or renovation;
 - (2) materials used in construction, reconstruction, repair, remodeling or renovation;
 - (3) design, workmanship, specifications;
 - (4) siting, surveying, zoning, planning, development, grading or compaction; or
 - (5) maintenance;of a part or all of any property.
4. Except as to ensuing loss not otherwise excluded, we do not cover loss resulting directly or indirectly from collapse, unless;
- a. the loss involves collapse of a building or part of a building; and
 - b. the collapse is caused by any of the following:
 - (1) hidden decay, hidden insect damage or hidden vermin damage;
 - (2) weight of people; contents, animals, equipment and/or furniture;
 - (3) defective material or defective methods used in construction, reconstruction, renovation or remodeling;
 - (4) weight of rain on a roof; or

(5) fire, lightning, windstorm, hail, explosion, smoke, aircraft, vehicles, riot, civil commotion, vandalism, breakage of glass, falling objects, weight of ice, snow or sleet, water damage; all only as covered in this form.

3. In addition to the conditions of this coverage form, the following conditions apply to this Additional Coverage. These additional conditions apply only to this Additional Coverage.

a. **Protection of Records of Accounts Receivable**

For coverage to apply under this Additional Coverage, you must keep all records of accounts receivable in a locked safe or vault when:

- (1) you are not open for business; or
- (2) you are not using such records; or
- (3) such records are not removed from premises as permitted under the Additional Coverage, **Preservation of Property**.

b. The following is added to the Loss Payment Condition:

- (1) If you cannot accurately establish the accounts receivable outstanding as of the time of loss or damage, the following method will be used:
 - (a) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss or damage occurs; and
 - (b) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss or damage occurred or for any demonstrated variance from the average for that month.
- (2) The following will be deducted from the total amount of accounts receivable, however that amount is established:
 - (a) The amount of the accounts for which there is no loss or damage;
 - (b) The amount of the accounts that you are able to re-establish or collect;
 - (c) An amount to allow for probable bad debts that you are normally unable to collect; and
 - (d) All unearned interest and service charges.

All other policy terms and conditions apply.

MONEY AND SECURITIES

This endorsement adds crime coverage to the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

A. COVERAGE - We will pay for loss of Covered Property resulting directly from the Covered Causes of Loss.

1. Section 1. - Inside The Premises

a. Covered Property: "Money" and "securities" inside the "premises" or a "banking premises".

b. Covered Causes of Loss

(1) "Theft"

(2) Disappearance

(3) Destruction

c. Coverage Extensions

(1) **Containers of Covered Property:** We will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the "premises" resulting directly from an actual or attempted:

(a) "Theft" of; or

(b) Unlawful entry into

those containers.

(2) **Premises Damage:** We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of Covered Property if you are the owner of the "premises" or are liable for damage to it.

2. Section 2. - Outside The Premises

a. Covered Property: "Money" and "securities" outside the "premises" in the care and custody of a "messenger".

b. Covered Causes of Loss

(1) "Theft"

(2) Disappearance

(3) Destruction

c. Coverage Extension

Conveyance Of Property By Armored Motor Vehicle Company: We will pay for loss of Covered Property resulting directly from the Covered Cause of Loss while outside the "premises" in the care and custody of an armored motor vehicle company.

But, we will pay only for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

The amount we pay under this Coverage Extension is part of, not in addition to the Limit of Insurance shown in the Declarations for MONEY AND SECURITIES.

B. EXCLUSIONS

We will not pay for loss as specified below:

1. **Accounting or Arithmetical Errors or Omissions:** Loss resulting from accounting or arithmetical errors or omissions.
2. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
3. **Acts of Employees, Directors, Trustees or Representatives:** Loss resulting from any dishonest or criminal act committed by any of your "employees", directors, trustees or authorized representatives:
 - a. Acting alone or in collusion with other persons; or
 - b. While performing services for you or otherwise.
4. **Exchanges or Purchases:** Loss resulting from the giving or surrendering of property in any exchange or purchase.
5. **Fire:** Loss from damage to the "premises" resulting from fire, however caused.
6. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.
7. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.

b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.

c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

8. Legal Expenses: Expenses related to any legal action.

9. Nuclear: Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

10. War and Similar Actions: Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

11. Money Operated Devices: Loss of "property" contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

12. Transfer or Surrender of Property

a. Loss of property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

(1) On the basis of unauthorized instructions; or

(2) As a result of a threat to do:

(a) Bodily harm to any person; or

(b) Damage to any property.

b. But, this exclusion does not apply under COVERAGE, Section 2. to loss of Covered Property while outside the "premises" in the care and custody of a "messenger" if you:

(1) Had no knowledge of any threat at the time the conveyance began; or

(2) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

13. Vandalism: Loss from damage to the "premises" or its exterior or to containers of Covered Property by vandalism or malicious mischief.

14. Voluntary Parting of Title to or Possession of Property: Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

C. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the Limit of Insurance shown in the Declarations for MONEY AND SECURITIES.

D. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations for MONEY AND SECURITIES. We will then pay the amount of loss in excess of the Deductible Amount up to the Limit of Insurance.

E. GENERAL CONDITIONS

1. **Consolidation - Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:
 - a. Any additional persons become "employees"; or
 - b. You acquire the use and control of any additional "premises";
 any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:
 - a. Give us written notice within 30 days thereafter; and
 - b. Pay us an additional premium.
2. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
3. **Duties in the Event of Loss**
 - a. After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
 - (1) Notify us as soon as possible.
 - (2) Submit to examination under oath at our request and give us a signed statement of your answers.
 - (3) Give us a detailed, sworn proof of loss within 120 days.
 - (4) Cooperate with us in the investigation and settlement of any claim.
 - b. If you have reason to believe that any loss of or loss from damage to, Covered Property involves a violation of law, you must notify the police.
4. **Joint Insured**
 - a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered then the next named Insured will become the first named Insured.
 - b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
 - c. An "employee" of any Insured is considered to be an "employee" of every Insured.

- d. If this insurance or any of its coverages is canceled or terminated, any loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
- e. We will not pay more for loss sustained by more than one Insured than the amount we should pay if all the loss had been sustained by one Insured.
- 5. Legal Action Against Us:** You may not bring any legal action against us involving loss:
- a. Unless you have complied with all the terms of this insurance;
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within 2 years from the date you discover the loss.
- 6. Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
- a. The actual amount of loss; or
 - b. The sum of the limits of insurance applicable to those coverages.
- 7. Loss Sustained During Prior Insurance**
- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination or the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
 - b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.
- 8. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:** If any loss is covered:
- a. Partly by this insurance; and
 - b. Partly by any prior canceled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;
- the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

9. **Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

10. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity, but not or more than the Limit of Insurance.

11. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

12. Policy Period

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

13. **Records:** You must keep records of all Covered Property so we can verify the amount of any loss.

14. Recoveries

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:
 - (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
 - (2) Then to us, until we are reimbursed for the settlement made;
 - (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.
- b. Recoveries do not include any recovery:
 - (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
 - (2) Of original "securities" after duplicates of them have been issued.

15. **Territory:** This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone or Canada.

16. **Transfer of Your Rights of Recovery Against Others to Us:** You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

17. Valuation - Settlement

a. Subject to the Limit of Insurance provision we will pay for:

- (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America;
 - (a) At face value in the "money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
- (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
 - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - 1) Value of the "securities" at the close of the business on the day the loss was discovered; or
 - 2) Limit of Insurance.
- (3) Loss of, or loss from damage to "property other than money and securities" or loss from damage to the "premises" for not more than the:
 - (a) Actual cash value of the property on the day the loss was discovered;
 - (b) Cost of repairing the property or "premises"; or
 - (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

- (1) In the "money" of the country in which the loss occurred; or
- (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

F. DEFINITIONS

1. **"Banking Premises"** means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. **"Employee"** means:
 - a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service);
 - (2) whom you compensate directly by salary, wages or commissions; and
 - (3) whom you have the right to direct and control while performing services for you; or
 - b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

 - (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.
3. **"Messenger"** means you, any of your partners or any "employee" while having care and custody of the property outside the "premises".
4. **"Money"** means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
5. **"Occurrence"** means an:
 - a. Act or series of related acts involving one or more persons; or
 - b. Act or event, or a series of related acts or events not involving any person.
6. **"Premises"** means the interior of that portion of any building you occupy in conducting your business.
7. **"Property Other Than Money and Securities"** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Coverage Form as Property Not Covered.
8. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".
9. **"Theft"** means any act of stealing.
10. **"Watchperson"** means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FORGERY OR ALTERATION

This endorsement adds Crime Coverage to the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

A. COVERAGE

We will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1. **Covered Instruments:** Checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:
 - a. Made or drawn by or drawn upon you;
 - b. Made or drawn by one acting as your agent; orthat are purported to have been so made or drawn.
2. **Covered Cause of Loss:** Forgery or alteration of, on or in any Covered Instrument.
3. **Coverage Extension**

Legal Expenses: If you are sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and you have our written consent to defend the suit, we will pay for any reasonably legal expenses that you incur and pay in that defense. The amount we will pay under this extension is in addition to the Limit of Insurance applicable to this insurance.

B. EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Acts of Employees, Directors, or Trustees:** We will not pay for loss resulting from any dishonest or criminal act committed by any of your "employees", directors, or trustees:
 - a. Whether acting alone or in collusion with other persons; or
 - b. Whether while performing services for you or otherwise.
3. **Governmental Action:** Loss resulting from seizure or destruction of property by order of governmental authority.

4. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Instruments.
- b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

5. **Legal Expenses:** Expenses related to any legal action.

6. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

7. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

C. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the Limit of Insurance shown in the Declarations for FORGERY AND ALTERATION.

D. DEDUCTIBLE

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations for FORGERY AND ALTERATION. We will then pay the amount of loss in excess of the Deductible Amount up to the Limit of Insurance. This provision does not apply to legal expenses paid under the Coverage Extension.

E. GENERAL CONDITIONS

1. **Consolidation - Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:

- a. Any additional persons become "employees"; or
- b. You acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:

- a. Give us written notice within 30 days thereafter; and
- b. Pay us an additional premium.

2. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.

3. Duties in the Event of Loss: After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Instruments you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Give us a detailed, sworn proof of loss within 120 days.
- d. Cooperate with us in the investigation and settlement of any claim.

4. Joint Insured

- a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages is canceled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
- e. We will not pay more for loss sustained by more than one Insured than the amount we should pay if all the loss had been sustained by one Insured.

5. Legal Action Against Us: You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance;
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

6. Loss Covered Under More Than One Coverage of This Insurance: If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The sum of the limits of insurance applicable to those coverages.

7. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:

(1) This insurance became effective at the time of cancellation or termination of the prior insurance; and

- (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.
- 8. **Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate:** If any loss is covered:
 - a. Partly by this insurance; and
 - b. Partly by any prior canceled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.
- 9. **Non-Cumulation of Limit of Insurance:** Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- 10. **Other Insurance:** This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity, but not or more than the Limit of Insurance.
- 11. **Ownership of Property; Interests Covered:** The property covered under this insurance is limited to property:
 - a. That you own or hold; or
 - b. For which you are legally liable.However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.
- 12. **Policy Period**
 - a. The Policy Period is shown in the Declarations.
 - b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.
- 13. **Records:** You must keep records of all Covered Instruments so we can verify the amount of any loss.
- 14. **Recoveries**

- a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
- (2) Then to us, until we are reimbursed for the settlement made;
- (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

- b. Recoveries do not include any recovery:

- (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (2) Of original "securities" after duplicates of them have been issued.

15. Territory: This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone or Canada.

16. Transfer of Your Rights of Recovery Against Others to Us: You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

17. Valuation - Settlement

- a. Subject to the Limit of Insurance provision we will pay for:

- (1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America;
 - (a) At face value in the "money" issued by that country; or
 - (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.
- (2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:
 - (a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";
 - (b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - i. Value of the "securities" at the close of the business on the day the loss was discovered; or
 - ii. Limit of Insurance.
- (3) Loss of, or loss from damage to "property other than money and securities" or loss from damage to the "premises" for not more than the:

- (a) Actual cash value of the property on the day the loss was discovered;
- (b) Cost of repairing the property or "premises"; or
- (c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money:"
 - (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

18. Facsimile Signatures: We will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

19. Proof of Loss: You must include with your proof of loss any instrument involved in that loss, or if that is not possible, an affidavit setting forth the amount and cause of loss.

F. DEFINITIONS

1. "Employee" means:

- a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service);
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
3. "Occurrence" means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.
4. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Coverage Form and Property Not Covered.
5. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money".

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE DISHONESTY

This endorsement adds Crime Coverage to the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM

A. COVERAGE

We will pay for loss involving Covered Instruments resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "securities", and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee Dishonesty".
3. **Coverage Extension**

Employee Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days. The amount we pay under this Coverage Extension is part of, not in addition to, the Limit of Insurance shown in the Declarations for EMPLOYEE DISHONESTY.

B. EXCLUSIONS

We will not pay for loss as specified below:

1. **Acts Committed by You or Your Partners:** Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.
2. **Governmental Action:** Loss resulting from seizure or destruction or property by order of governmental authority.
3. **Indirect Loss:** Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:
 - a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
 - b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
 - c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.
4. **Legal Expenses:** Expenses related to any legal action.
5. **Nuclear:** Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.
6. **War and Similar Actions:** Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

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Page 1 of 7

127

7. **Employee Cancelled Under Prior Insurance:** Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
8. **Inventory Shortages:** Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - a. An inventory computation; or
 - b. A profit and loss computation.

C. LIMIT OF INSURANCE

The most we will pay for loss in any one "occurrence" is the Limit of Insurance shown in the Declarations for EMPLOYEE DISHONESTY.

D. DEDUCTIBLE

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations for EMPLOYEE DISHONESTY. We will then pay the amount of loss in excess of the Deductible Amount up to the Limit of Insurance. This provision does not apply to legal expenses paid under the Coverage Extension.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
 - b. Upon our request, give us a statement describing the loss.

E. GENERAL CONDITIONS

1. **Consolidation - Merger:** If through consolidation or merger with, or purchase of assets of, some other entity:
 - a. Any additional persons become "employees"; or
 - b. You acquire the use and control of any additional "premises";any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", but only if you:
 - a. Give us written notice within 30 days thereafter; and
 - b. Pay us an additional premium.
2. **Discovery Period for Loss:** We will pay only for covered loss discovered no later than one year from the end of the policy period.
3. **Duties in the Event of Loss:** After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:
 - a. Notify us as soon as possible.
 - b. Submit to examination under oath at our request and give us a signed statement of your answers.
 - c. Give us a detailed, sworn proof of loss within 120 days.

- d. Cooperate with us in the investigation and settlement of any claim.

4. Joint Insured

- a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
- b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- c. An "employee" of any Insured is considered to be an "employee" of every Insured.
- d. If this insurance or any of its coverages is canceled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than one year from the date of that cancellation or termination.
- e. We will not pay more for loss sustained by more than one Insured than the amount we should pay if all the loss had been sustained by one Insured.

5. Legal Action Against Us: You may not bring any legal action against us involving loss:

- a. Unless you have complied with all the terms of this insurance;
- b. Until 90 days after you have filed proof of loss with us; and
- c. Unless brought within 2 years from the date you discover the loss.

6. Loss Covered Under More Than One Coverage of This Insurance: If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:

- a. The actual amount of loss; or
- b. The sum of the limits of insurance applicable to those coverages.

7. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination or the prior insurance: and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- b. The insurance under this Condition is part of, not in addition to, the Limits of Insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.

8. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate: If any loss is covered:

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a. Partly by this insurance; and

b. Partly by any prior canceled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

9. Non-Cumulation of Limit of Insurance: Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

10. Other Insurance: This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other insurance or indemnity, but not or more than the Limit of Insurance.

11. Ownership of Property; Interests Covered: The property covered under this insurance is limited to property:

a. That you own or hold; or

b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

12. Policy Period

a. The Policy Period is shown in the Declarations.

b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

13. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

14. Recoveries

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

(1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any:

(2) Then to us, until we are reimbursed for the settlement made;

(3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

b. Recoveries do not include any recovery:

(1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(2) Of original "securities" after duplicates of them have been issued.

15. Territory: This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone or Canada.

17. Valuation - Settlement

a. Subject to the Limit of Insurance provision we will pay for:

(1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America;

(a) At face value in the "money" issued by that country; or

(b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

(2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

(a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities";

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Value of the "securities" at the close of the business on the day the loss was discovered; or

ii. Limit of Insurance.

(3) Loss of, or loss from damage to "property other than money and securities" or loss from damage to the "premises" for not more than the:

(a) Actual cash value of the property on the day the loss was discovered;

(b) Cost of repairing the property or "premises"; or

(c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

b. We may, at our option, pay for loss of, or loss from damage to, property other than "money":

(1) In the "money" of the country in which the loss occurred; or

(2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.

c. Any property that we pay for or replace becomes our property.

18. Cancellation As To any Employee: This insurance is cancelled as to any "Employee":

a. Immediately upon discovery by:

(1) You, or
 (2) Any of your partners, officers or directors not in collusion with the "employee";

of any dishonest act committed by that "employee" whether before or after becoming employed by you.

- b. On the date specified in a notice mailed to you. That date will be least 30 days after the date of mailing. The notice will be mailed to you at your last mailing address known to us.

F. DEFINITIONS

1. "Employee" means:

a. Any natural person:

- (1) While in your service (and for 30 days after termination of service);
- (2) Whom you compensate directly by salary, wages or commissions; and
- (3) Whom you have the right to direct and control while performing services for you; or

- b. Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.

2. "Employee Dishonesty" in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, except you or a partner, with the manifest intent to:

- (1) Cause you to sustain loss; and also
- (2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
 - (a) The "employee"; or
 - (b) any person or organization intended by the "employee" to receive that benefit.

3. "Money" means:

- a. Currency, coins and bank notes in current use and having a face value; and
- b. Travelers checks, register checks and money orders held for sale to the public.

4. "Occurrence" means all loss caused by, or involving one or more "employees", whether the result of a single act or series of acts.

5. **Property Other Than Money and Securities** means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Coverage Form and Property Not Covered.
6. **"Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you; but does not include "money."

All other policy terms and conditions apply.

GLASS BREAKAGE

This endorsement modifies insurance under the CAUSES OF LOSS - SPECIAL FORM.

Under **C. LIMITATIONS**, paragraph 2. is deleted and replaced by the following:

2. We will not pay more for loss of or damage to glass that is part of a building or structure than the Limit of Insurance shown in the Declarations for GLASS BREAKAGE for each plate, pane, multiple plate insulating unit, radiant or solar heating panel, jalousie, louver or shutter. We will not pay more than the Limit of Insurance shown in the Declaration for GLASS BREAKAGE for all loss or damage to building glass that occurs at any one time.

This Limitation does not apply to loss or damage by the "specified causes of loss", except vandalism.

All other policy terms and conditions apply.

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HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

It is agreed the coverage for "bodily injury" and "property damage" liability provided under Coverage A is extended as follows:

COVERAGE

We will pay those sums the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" arising out of the maintenance or use of an "auto":

1. You do not own;
2. Which is not registered in your name; or
3. Which is not leased or rented to you for more than ninety consecutive days; and

which is used in your business.

EXCLUSIONS

With respect to only the coverage extended by this endorsement, the exclusions which apply to Coverage A, other than exclusions a., d., e., f. and i. and the Nuclear Energy Liability Exclusion, are replaced by the following:

This coverage does not apply to:

1. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason or the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - a. Assumed in a contract or agreement that is an "insured contract". However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - b. That the insured would have in the absence of the contract or agreement.
2. "Property damage" to:
 - a. Property owned or being transported by, or rented or loaned to the insured; or
 - b. Property in the care, custody or control of the insured;other than property damage to a residence or a private garage by a private passenger automobile covered by this coverage.
3. "Bodily injury" to:
 - a. An employee of the insured arising out of and in the course of employment by the insured; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

- a. Liability assumed by the insured under an "insured contract".
- b. "Bodily injury" to any employee of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

WHO IS AN INSURED

With respect to only the coverage extended by this endorsement, WHO IS AN INSURED (Section II) is deleted and replaced by the following:

Each of the following is an insured with respect to this coverage:

1. You.
2. Your partners if you are designated in the Declarations as a partnership or a joint venture.
3. Your members if you are designated in the Declarations as a limited liability company.
4. Your executive officers if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.
5. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

1. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-employee of such person injured in the course of employment.
2. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:
 - a. Such person; or
 - b. Any partner or executive officer of yours or a member of his or her household; or
 - c. Any employee or agent of yours who is granted an operating allowance of any sort for the use of such "auto".
3. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.
4. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.
5. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

LIMITS OF INSURANCE

With respect to only the coverage extended by this endorsement, LIMITS OF INSURANCE (SECTION III) is deleted and replaced by the following:

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. We will pay damages for "bodily injury" or "property damage" up to the limits of liability shown in the Declarations for this coverage. Such damages shall be paid as follows:
 - a. When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".
 - b. When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:
 - (1) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".
 - (2) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

ADDITIONAL DEFINITIONS

The following definition applies only to the coverage extended by this endorsement:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE ASBESTOS EXCLUSION ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.

No coverage is provided by this policy for any claim, suit, action or proceeding against the insured arising out of the discharge, dispersal, release, escape or inhalation of any asbestos related particle, dust, irritant, contaminant, pollutant, toxic element or material.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

55050 (6-01)

AMENDMENT OF GENERAL AGGREGATE LIMIT

It is agreed:

The following is added to LIMITS OF INSURANCE (Section III):

Beginning with the effective date of this policy, we will provide twice the General Aggregate Limit (other than Products-Completed Operations), shown in the Declarations.

If this policy is written for more than one 12 month period, the General Aggregate Limit for each 12 month period shall never exceed twice the General Aggregate Limit shown in the Declarations. The General Aggregate Limit applies separately to each 12 month period starting with the beginning of the policy period shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPLIT LIMIT OF LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the Commercial General Liability Coverage Part.

It is agreed:

SECTION III - LIMITS OF INSURANCE is replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. insureds;
 - b. claims made or "suits" brought; or
 - c. persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the:
 - a. most we will pay for; and
 - b. applies separately to (1) and (2):
 - (a) the sum of:
 - (1) damages under Coverage A for "bodily injury";
 - (2) medical expenses under Coverage C; and
 - (3) damages under Coverage B; and
 - (b) damages under Coverage A for "property damage";except damages because of injury and damage included in the "products-completed operations hazard."
3. The Products-Completed Operations Aggregate Limit is the:
 - a. most we will pay for; and
 - b. applies separately to (1) and (2):
 - (a) damages under Coverage A for "bodily injury"; and
 - (b) damages under Coverage A for "property damage";included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is:

- a. the most we will pay for; and
- b. applies separately to (1) and (2):

(a) the sum of:

- (1) damages under Coverage A for "bodily injury"; and
- (2) medical expenses under Coverage C; and

(b) damages under Coverage A for "property damage",

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTOR VEHICLE LAWS

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.

It is agreed the following is added to COMMERCIAL GENERAL LIABILITY CONDITIONS:

We will provide coverage:

1. up to the minimum required limits; and
2. subject to all the terms and conditions of the policy;

to comply with any motor vehicle insurance law to the extent such law applies to the "mobile equipment" covered by this coverage part.

All other terms and conditions of the policy apply.

IMPORTANT POLICYHOLDER MESSAGE

55068 (8-89)

Dear Policyholder:

RE: YOUR SUBCONTRACTED WORK

Your policy has a subcontracted work classification. The subcontracted work classification requires that your subcontractors are "adequately insured subcontractors". We define an "adequately insured subcontractor" to be a subcontractor who carries commercial general liability insurance.

If your subcontractors are not "adequately insured subcontractors", they will be classified and rated as your employees and charged a premium which best describes their work. This classification procedure will result in a substantial additional premium charge to you at final audit.

We suggest that you take immediate steps to qualify your subcontractors as "adequately insured subcontractors" to avoid any additional premium charges at final audit.

If you have any questions, please contact your Auto-Owners Agent.

Auto-Owners Insurance

143

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**CONTRACTUAL COVERAGE AMENDATORY
ENDORSEMENT**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

It is agreed:

Under Section I - COVERAGE A, Item 2 Exclusions:

Exclusion b. is deleted and replaced by the following:

- b. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:
 - (1) Assumed in a contract or agreement that is an "insured contract". However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".
 - (2) That the insured would have in the absence of the contract or agreement.

All other terms and conditions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

55118 (8-91)

POLLUTION EXCLUSION ENDORSEMENT PERSONAL INJURY LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Under SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. EXCLUSIONS, exclusion c. is added:

- c. (1)** "Personal injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:
- (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
 - (i)** if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
 - (ii)** if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.
- Subparagraphs (a) and (d) (i) do not apply to "personal injury" arising out of heat, smoke or fumes from a hostile fire.
- As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.
- (2)** Any loss, cost or expense arising out of any:
- (a)** Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
 - (b)** Claim or suit by or on behalf of a governmental authority for damages because of testing from, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.
- Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions apply.

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COMMUNICABLE DISEASE EXCLUSION
Commercial General Liability Coverage Form

55137 (6-92)

It is agreed:

1. The following exclusion is added and applies to:
 - a. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY;
 - b. COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY; and
 - c. COVERAGE C. MEDICAL PAYMENTS.

2. EXCLUSION

This policy does not apply to "bodily injury", "personal injury" or medical expenses for "bodily injury" arising out of or resulting from the transmission of any communicable disease by any "insured".

All other policy terms and conditions apply.

146

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF POLLUTION EXCLUSION -
EXCEPTION FOR BUILDING HEATING EQUIPMENT**

This endorsement modifies insurance provided under the COMMERCIAL GENERAL LIABILITY COVERAGE FORM,

It is agreed:

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, exclusion f., subparagraph (1) (a) is deleted and replaced by the following:

This insurance does not apply to:

f. (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph, (a), does not apply to "bodily injury" if sustained within a building at such premises, site or location and caused by smoke, fumes, vapor or soot from equipment used to heat a building at such premises, site or location.

All other policy terms and conditions apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

55146 (7-96)

UPSET AND OVERSPRAY COVERAGE

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE COMMERCIAL GENERAL LIABILITY COVERAGE PART.

It is agreed the coverage for "property damage" liability with respect to your operations is extended as follows:

1. COVERAGE

We will pay those sums which you become legally obligated to pay for "property damage" caused directly by immediate, abrupt and accidental:

- a. upset, overturn or collision of your "mobile equipment" while transporting; or
- b. "overspray" during your application or dispersal of;

"pollutants" which are intended for and normally used in your operations. The operations must be in compliance with local, state, and federal ordinances and laws.

This is not an additional amount of insurance and does not increase the LIMITS OF INSURANCE stated in the Declarations.

2. EXCLUSIONS

- a. With regard only to the coverage provided by this endorsement, SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, f. is deleted and replaced by the following:

- f. Any loss, cost or expense arising out of any:

- (1) request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (2) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

- b. The following exclusion is added under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

- o. This coverage does not apply to "overspray" resulting from aerial application or dispersal of "pollutants".

All other policy exclusions apply.

3. DEDUCTIBLE

Any deductible provision of the policy which is applicable to Property Damage Liability coverage applies to this coverage extension.

148

4. **DEFINITIONS**

The following definitions apply in addition to those in the policy.

"Overspray" means spray, from a device specifically designed for spray application or dispersal, that goes beyond the entire area of intended application or dispersal.

"Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, liquids, gases and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

All other policy terms and conditions apply.

**NOTICE TO POLICYHOLDER
HIRED AUTO AND NON-OWNED AUTO LIABILITY**

Dear Policyholder:

The attached policy includes a restriction in coverage for autos that you do not own. Coverage is now limited to ninety consecutive days or less for autos you lease or rent.

This notice is for informational purposes only.

Please review the revised endorsement and your policy carefully. If you have any questions, please contact your Auto-Owners agency.

150

AVAILABILITY OF TERRORISM RISK INSURANCE COVERAGE

Dear Policyholder:

Our records indicate that you previously rejected our offer to provide coverage for certified acts of terrorism. The enclosed policy does not provide coverage for certified acts of terrorism in accordance with your previous rejection of coverage.

If you would like coverage for certified acts of terrorism, please contact us.

This notice is for informational purposes only.

If you have any questions concerning your policy or this notice, please contact your Auto-Owners agency.

**EXCLUSION OF CERTIFIED ACTS OF TERRORISM
and
IMPORTANT INFORMATION REGARDING TERRORISM RISK
INSURANCE COVERAGE**

It is agreed:

1. The following definition applies:

Certified act of terrorism means any act certified by the Secretary of the Treasury, in concurrence with:

- a. the Secretary of State; and
- b. the Attorney General of the United States;

to be an act of terrorism as defined and in accordance with the federal Terrorism Risk Insurance Act of 2002.

Under the federal Terrorism Risk Insurance Act of 2002 a terrorist act may be certified:

- a. if the aggregate covered commercial property and casualty insurance losses resulting from the terrorist act exceed \$5 million; and
- b. (1) if the act of terrorism is:
 - a) a violent act; or
 - b) an act that is dangerous to human life, property or infrastructure; and
- (2) if the act is committed:
 - a) by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States; or
 - b) to influence the policy or affect the conduct of the United States Government by coercion.

2. The following exclusion is added:

We shall not pay:

- a. for any loss caused directly or indirectly by a **certified act of terrorism**, whether or not any other cause or event contributed concurrently or in any sequence to the loss.
- b. sums any insured becomes legally obligated to pay because of or arising out of bodily injury, property damage, personal injury or advertising injury, if covered by this insurance, caused by a **certified act of terrorism**.

All other policy terms and conditions apply.

IMPORTANT INFORMATION REGARDING TERRORISM RISK INSURANCE COVERAGE

The Terrorism Risk Insurance Act of 2002 was signed into law on November 26, 2002. The Act defines an act of terrorism, to mean any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States to be (i) an act of terrorism; (ii) to be a violent act or an act that is dangerous to human life, property or infrastructure; (iii) to have resulted in damage within the United States or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

At your request, this policy does not provide insurance coverage for certified acts of terrorism as defined in the Act. "Excluded" is shown on the Declarations page under this coverage. In the event of a certified act of terrorism, future policies also may include a government assessed terrorism loss risk-spreading premium in accordance with the provisions of the Act.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
BUSINESS AUTO COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY - NEW YORK

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

COMMON POLICY CONDITIONS

IL 00 17 11 85

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by

endorsement issued by us and made a part of this policy.

C. EXAMINATIONS OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except

in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 00 21 11 85

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY
 COMMERCIAL AUTO COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage:"

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United State of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or

possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "Special nuclear material" or "by-product material;"

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor;"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

(a) Any "nuclear reactor,"

(b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste;"

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste;"

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES - ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL CRIME COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

Owners

Page 1

55055 (7-87)

Issued 10-19-2004

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 10-13-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2004	to 09-13-2005

DESCRIPTION OF CHANGE

ADDED ADD'L INSD CROSS COUNTRY HOME SERVICES & OR THEIR SUBSIDIARIES &
AFFILIATES

TRANSACTION NUMBER: 003

ENDORSEMENT PREMIUM:

NO CHANGE

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date

7-20-06

160

Owners

Page 1

55055 (7-87)

Issued 01-07-2005

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 12-16-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040 (334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET
ENTERPRISE, AL 36330-2612Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2004	to 09-13-2005

DESCRIPTION OF CHANGE

ENTERPRISE SHOPPING CENTER AND ARONOV REALTY ARE ADDED AS ADDITIONAL
INSUREDS FORM 55202

TRANSACTION NUMBER: 004

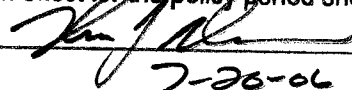
ENDORSEMENT PREMIUM:

NO CHANGE

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-26-06

161

Owners

Page 1

55055 (07-87)

Issued 01-27-2005

INSURANCE COMPANY

TAILORED PROTECTION POLICY DECLARATIONS

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Void Endorsement Effective 12-16-2004

AGENCY WHITTAKER-WARREN INSURANCE INC

17-0877-00 MKT TERR 040 (334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.

09-13-2004^{to} 09-13-2005

Transaction number 004 has been voided. A premium adjustment of
has been made.

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date

[Signature]
7-26-06

162

Owners

Page 1

55055 (07-87)

Issued 01-28-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Void Endorsement Effective 10-13-2004

AGENCY WHITTAKER-WARREN INSURANCE INC

17-0877-00 MKT TERR 040 (334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.


09-13-2004^{to} 09-13-2005

Transaction number 003 has been voided. A premium adjustment of
has been made.

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

163

Owners

Page 1

55055 (7-87)

Issued 01-28-2005

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040 (334) 347-2631
INSURED STINNETT GROUP LLC

Change Endorsement Effective 10-13-2004

POLICY NUMBER 974617-38166390-04

ADDRESS 301 EAST GRUBBS STREET
ENTERPRISE, AL 36330-2612Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2004	to 09-13-2005

DESCRIPTION OF CHANGE

ADDED ADD'L INSD NC 55202:
CROSS COUNTRY HOME SERVICES & OR THEIR SUBSIDIARIES &
AFFILIATES

TRANSACTION NUMBER: 008

ENDORSEMENT PREMIUM:

NO CHANGE

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date

7-20-06

164

Owners

Page 1

55055 (7-87)

Issued 01-28-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 09-13-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

AMEND CLASS CODES:

21585 \$21616

25647 \$242338

TRANSACTION NUMBER: 007

ENDORSEMENT PREMIUM:

ADDITIONAL

\$3,062.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


 7-26-06

165

Owners

Page 1

55055 (7-87)

Issued 01-28-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 12-16-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004 to 09-13-2005

DESCRIPTION OF CHANGE

ADDED ADD'L INSD NC 55202
ENTERPRISE SHOPPING CENTER AND ARONOV REALTY

TRANSACTION NUMBER: 009


ENDORSEMENT PREMIUM:

NO CHANGE

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

166

Owners

Page 1

55055 (7-87)

Issued 02-04-2005

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040 (334) 347-2631

Change Endorsement Effective 01-19-2005

INSURED STINNETT GROUP LLC

POLICY NUMBER 974617-38166390-04

ADDRESS 301 EAST GRUBBS STREET
ENTERPRISE, AL 36330-2612Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2004	to 09-13-2005

DESCRIPTION OF CHANGE

CHANGED CONTENTS AMOUNT ON LOCATION 1-1 FROM \$65,790 TO \$5,000

TRANSACTION NUMBER: 010


ENDORSEMENT PREMIUM:

RETURNED

\$204.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

167

Owners

Page 1

55055 (07-87)

Issued 05-17-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Void Endorsement Effective 01-19-2005

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

Transaction number 010 has been voided. A premium adjustment of
has been made.

\$204.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

168

Owners

Page 1

55055 (7-87)

Issued 05-17-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 12-16-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

ADDED BACK TRANS 009

ADDED ADD'L INSURED NC 55202
ENTERPRISE SHOPPING CENTER AND ARONOVE REALTY

TRANSACTION NUMBER: 017

ENDORSEMENT PREMIUM:

NO CHANGE

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date



7-20-06

169

Owners

Page 1

55055 (07-87)

Issued 05-17-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Void Endorsement Effective 12-16-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00

MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

Transaction number 009 has been voided. A premium adjustment of
has been made.

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

170

Owners

Page 1

55055 (7-87)

Issued 05-17-2005

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999**TAILORED PROTECTION POLICY DECLARATIONS**

Change Endorsement Effective 09-13-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040 (334) 347-2631
INSURED STINNETT GROUP LLC**POLICY NUMBER 974617-38166390-04**ADDRESS 301 EAST GRUBBS STREET
ENTERPRISE, AL 36330-2612Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2004	to 09-13-2005

DESCRIPTION OF CHANGEADDED BACK TRANS 007
AMENDED AUDIT EXPOSURES

21585 TO 21,616

TRANSACTION NUMBER: 015

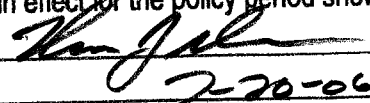
ENDORSEMENT PREMIUM:

RETURNED

\$327.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


2-20-06

171

Owners

Page 1

55055 (07-87)

Issued 05-17-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Void Endorsement Effective 09-13-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

Transaction number 007 has been voided. A premium adjustment of \$3,062.00
has been made.

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


2-20-06

MA

Owners

Page 1

55055 (7-87)

Issued 05-17-2005

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040 (334) 347-2631

Change Endorsement Effective 01-19-2005

INSURED STINNETT GROUP LLC

POLICY NUMBER 974617-38166390-04

ADDRESS 301 EAST GRUBBS STREET
ENTERPRISE, AL 36330-2612Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2004	to 09-13-2005

DESCRIPTION OF CHANGE

ADDED BACK TRANS 010:

CHANGED CONTENTS AMOUNT ON LOCATION 1-1 FROM \$65,790 TO 5,000

TRANSACTION NUMBER: 018

ENDORSEMENT PREMIUM:

RETURNED

\$204.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date

7-20-06

173

Owners

Page 1

55055 (7-87)

Issued 05-17-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 10-13-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

ADDED TRANS 008 BACK

ADDED ADD'L INSURED NC 55202:

CROSS COUNTRY HOME SERVICES & OR THEIR SUBSIDIARIES & AFFILIATES

TRANSACTION NUMBER: 016

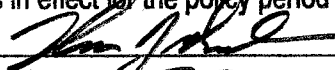
ENDORSEMENT PREMIUM:

NO CHANGE

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


 2-20-06

174

Owners

Page 1

55055 (07-87)

Issued 05-17-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Void Endorsement Effective 10-13-2004

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00

MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

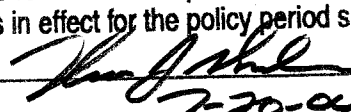
12:01 a.m. 12:01 a.m.

09-13-2004^{to} 09-13-2005Transaction number 008 has been voided. A premium adjustment of
has been made.

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date



175

Owners

Page 1

55055 (7-87)

Issued 07-13-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 05-11-2005

AGENCY WHITTAKER-WARREN INSURANCE INC

17-0877-00

MKT TERR 040

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.

09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

ADDED SHAW INFRASTRUCTURE INC AS AN ADDITIONAL INSURED UNDER
LIABILITY FORM 55202

TRANSACTION NUMBER: 019

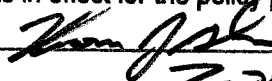
ENDORSEMENT PREMIUM:

NO CHANGE

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

176

Owners

Page 1

55055 (7-87)

Issued 09-19-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 08-31-2005

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 041

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.

09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

AMENDED PROPERTY COVERAGES

DELETED BLDG & CONTENTS COVERAGE FROM LOC 1-1:

423 GLOVER AVE
ENTERPRISE, AL 36330-2022

TRANSACTION NUMBER: 020


ENDORSEMENT PREMIUM:

RETURNED

\$28.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


 7-20-06

177

Owners

Page 1

55055 (7-87)

Issued 09-20-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 08-31-2005

AGENCY WHITTAKER-WARREN INSURANCE INC

17-0877-00

MKT TERR 041

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.

09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

INCREASED CONTENTS COVERAGE LOCATION 2-1
TO \$72420

TRANSACTION NUMBER: 021


ENDORSEMENT PREMIUM:

WAIVED

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

178

Owners

Page 1

55055 (7-87)

Issued 09-23-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 08-14-2005

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 041

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

DELETED ALL EQUIPMENT ON SCHEDULE

TRANSACTION NUMBER: 024

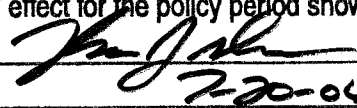
ENDORSEMENT PREMIUM:

RETURNED

\$17.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

179

Owners

Page 1

55055 (7-87)

Issued 09-23-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 08-31-2005

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 041

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

INCREASED CONTENTS COV LOCATION 2-1 TO \$72420

TRANSACTION NUMBER: 026

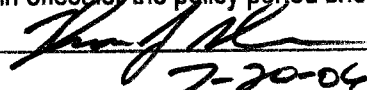
ENDORSEMENT PREMIUM:

WAIVED

\$.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-04

180

Owners

Page 1

55055 (7-87)

Issued 09-23-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

Change Endorsement Effective 08-31-2005

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 041

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.

09-13-2004^{to} 09-13-2005

DESCRIPTION OF CHANGE

DELETED BLDG & CONTENTS COV FROM LOC 1-1

423 GLOVER AVE
ENTERPRISE AL 36330-2022

TRANSACTION NUMBER: 025

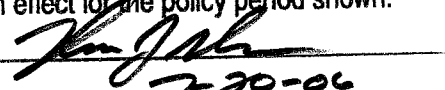
ENDORSEMENT PREMIUM:

RETURNED

\$28.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


 7-20-06

181

Owners

Page 1

55055 (07-87)

Issued 09-23-2005

INSURANCE COMPANY

TAILORED PROTECTION POLICY DECLARATIONS

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

Void Endorsement Effective 08-31-2005

AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 041

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

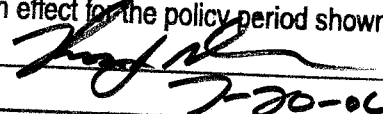
POLICY TERM	
12:01 a.m.	12:01 a.m.
09-13-2004	to 09-13-2005

Transaction number 021 has been voided. A premium adjustment of
has been waived.

\$1.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date


7-20-06

182

Owners

Page 1

55055 (07-87)

Issued 09-23-2005

INSURANCE COMPANY

6101 ANACAPRI BLVD., LANSING, MI 48917-3999

TAILORED PROTECTION POLICY DECLARATIONS

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AGENCY WHITTAKER-WARREN INSURANCE INC
17-0877-00 MKT TERR 041

(334) 347-2631

POLICY NUMBER 974617-38166390-04

INSURED STINNETT GROUP LLC

ADDRESS 301 EAST GRUBBS STREET

ENTERPRISE, AL 36330-2612

Company
Bill

POLICY TERM

12:01 a.m. 12:01 a.m.
09-13-2004^{to} 09-13-2005

Transaction number 020 has been voided. A premium adjustment of
has been made.

\$28.00

I certify that this policy was assembled from
available records as a representation of coverage
that was in effect for the policy period shown.

Date



2-20-06

183